

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

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LOIS MARKOFF,	)	
	)	
Plaintiff,	)	No. 09-12639
	)	
v.	)	
	)	
INDEPENDENT BANK,	)	
	)	
Defendant.	)	

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**FINAL APPROVAL ORDER**

This matter comes before the Court on the joint request of Plaintiff, the Class Members and Defendant for final approval of the Class Action Settlement Agreement and Release (the “Settlement Agreement”), and having considered the papers submitted to the Court and proceedings to date, **THE COURT FINDS AS FOLLOWS:**

1. This Court has jurisdiction over the subject matter of this Lawsuit, the Class Representatives, the Class Members and Defendant;
2. Notice was given to the Class pursuant to paragraph 2.6 of the Settlement Agreement;
3. The dissemination of Notice, as provided for in the Preliminary Approval Order and the Settlement Agreement, constituted the best practicable notice under the circumstances to all Class Members and fully met the requirements of Fed. R. Civ. P. 23, any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law;
4. No members of the Settlement Class opted out of the Settlement Agreement;
5. No members of the Settlement Class objected to the Settlement Agreement;
6. The Settlement Agreement is fair, reasonable and adequate.

**THEREFORE, IT IS HEREBY ORDERED:**

A. That all defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement;

B. That the Settlement Agreement is finally approved and the Parties shall implement it pursuant to its terms;

C. That, except as to any person who has timely and effectively requested exclusion from the Settlement Agreement, the Court hereby dismisses with prejudice this Lawsuit, all claims contained therein and all Released Claims;

D. That this Court awards to Class Counsel attorneys' fees and costs in the amount of \$150,000, which this Court finds to be fair and reasonable based on Class Counsel's current rates and Lance Raphael's submitted fee certification;

E. That this Court reserves exclusive and continuing jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance and administration of the Settlement Agreement or Judgment;

F. That, except as otherwise provided in the Settlement Agreement or herein, the Settling Parties are to bear their own attorneys' fees and costs; and

G. That this Court bars and permanently enjoins all Class Members, except any person who timely and effectively requested exclusion from the Settlement Agreement, from instituting or prosecuting any action or proceeding, whether class or individual, against Defendant for liability based upon the Released Claims.

SO ORDERED this 25<sup>th</sup> day of May, 2011.

s/Denise Page Hood  
United States District Court Judge

This is stipulated by agreement of the parties:

/s/ Lance A. Raphael, One of Plaintiff's Attorneys

/s/ Ronald DeWaard, One of Defendant's Attorneys